## Ink & Toner Fulfillment & Subscription Services Agreement

**Dealer Information:**

Dealer Name: {Dealer\_Name}

Address: {Dealer\_Address}

Phone: {Dealer\_Phone}

**Customer Information:**

Customer Name: {Customer\_Name}

Address: {Customer\_Address\_Line1}, {Customer\_Address\_Line2}, {Customer\_City}, {Customer\_State}, {Customer\_Zip}

Contact: {Customer\_Contact}, Title: {Customer\_Contact\_Title}

**Effective Date:** {Contract\_Effective\_Date}

**Term:** 12 months, automatically renews for successive one-year terms until terminated with notice.

##### 1. Software & Automation Services Included

The following SaaS services will be provided under this Agreement:

{#includeDCA}

* **Data Capture Agent (DCA)**

The customer agrees to maintain continuous device connectivity as required by the DCA platform. Provides real-time monitoring of device status, usage, and diagnostics.

{/includeDCA}

{#includeJITR}

* **Just-in-Time Replenishment (JIT‑R)**

Automates ink/toner shipment consolidation and oversees cartridge utilization and premature replacement. Also facilitates closed-loop recycling of spent cartridges.

{/includeJITR}

* **Subscription Management**

Enables automatic billing, renewal alerts, and usage reporting.

{#includeQR}

* **QR-Code Integration**

Adds scannable codes on devices/cartridges for simplified asset tracking and reordering.

{/includeQR}

##### 2. Extended Service Warranties (ESW)

{#includeESW} Service & Repair Scope and limitations of coverage - reference the ESW Addendum (see Addendum 3).

{/includeESW}

##### 3. Monthly Subscription Fee

Total Monthly Fee: **${Monthly\_Subscription\_Fee}** (Excluding applicable sales tax)

##### 4. Billing & Payment

Invoiced monthly in advance.

Auto-charge to customer’s payment method on file.

Terms for late payment and service suspension included.

##### 5. Term and Termination

**Initial Term:**

12 months.

Automatic Renewal: Continues for successive 12-month terms unless one party gives 30 days’ written notice before renewal.

**Termination:**

For convenience: 30 days’ notice.

For cause: immediate if payment or SLA obligations are breached.

##### 6. General Terms

Confidentiality

Data Ownership & Privacy

Limitation of Liability

Governing Law

Assignment & Integration Clauses

### Acceptance & Signatures

**Dealer Representative:**

Name: {Dealer\_SalesRep\_Name}

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Customer Representative:**

Name: {Customer\_Rep\_Name}

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### **Addenda**

#### **Addendum** 1: Customer Print Devices

List of covered devices.

Includes make, model, asset tag, serial number, location, contracted SKU bias.

#### **Addendum 2**: Usage Guardrails & QBR

Quarterly review of device count and print volume based on rolling 90-day data.

Subscription adjusted according to the greater of actual usage or contracted baseline.

Terms for notification and fee changes applied post-QBR.

#### **Addendum 3**: Service & Repair SLAs

Service Level Agreements:

Response time: e.g., next-business-day on-site diagnosis.

Repair or replacement timeframe.

Scope exclusions (e.g., abusive damage, third-party parts).

#### **Addendum 4**: SKU Bias Terms

SKU Bias selection: {SKU\_Bias\_Option}

N (New-Compatible preference; lowest cost)

R (Remanufactured preference)

O (OEM preference; highest cost)

Defines how cartridge variants are prioritized and their pricing impacts.

**ADDENDUM 1**

CUSTOMER PRINT DEVICES

List of covered devices:

{List\_of\_Devices}

**ADDENDUM 2**

GUARDRAILS

QUARTERLY BUSINESS REVIEW

**Guardrails Overview**  
The subscription plan includes guardrails to ensure fairness and stability for both the customer and the provider. These guardrails define upper and lower thresholds for the number of devices and average monthly print volume based on the customer's original estimates. Typically, the limits are set at ±20%, with device counts rounded to the nearest whole number and print volume rounded to the nearest thousand pages. At the end of each quarter, actual usage is compared to these boundaries. As long as usage stays within the guardrails, the subscription remains unchanged. If usage exceeds these limits, the plan will be reviewed and recalculated for the next quarter. This system protects customers from unexpected cost increases due to minor fluctuations, while also allowing the provider to respond appropriately if usage significantly deviates from the agreed scope.

Device Lower Limit: {deviceLowerLimit} Device Upper Limit: {deviceUpperLimit}

Fleet Output Avg. Mth. Lower Limit: {volumeLowerLimit} Fleet Output Avg. Mth. Upper Limit: {volumeUpperLimit}

**Subscription Guardrails**

{#includeESW}

**ADDENDUM 3**

SERVICE & REPAIR

**Extended Service Warranty (ESW) Scope of Coverage**

**1. Assignment of Coverage:**

* Purchased ESWs are assigned to a specific device by serial number.

**2. Coverage Period & Payment:**

* The minimum coverage period is one (1) year.
* ESWs can be paid for on a monthly subscription with a minimum 12-month commitment.

**3. Service Scope & Exclusions:**

* Repair services do not include new installations, upgrades, relocations, or damage caused by user abuse.
* Service is limited to repair and maintenance of covered devices under normal operational conditions.

**4. Coverage Implementation:**

* Proof of operability at the time of coverage is required and may be provided by:
  + Sight of DCA history for printers and copiers.
  + A printer or copier configuration report.
  + A 30-day wait period after coverage has been implemented and paid for (first 30 days not covered except under Time & Materials).
  + An onsite inspection by a Service Company technician at a cost of $100.

**5. Service Location & Availability:**

* On-site repair is available within 50 miles of a city metro.
* Devices outside the 50-mile range are eligible for Depot Repair services, determined at the time of ESW purchase.
* All service requests must be made via telephone or email.
* Service hours: Monday – Friday, 8:00 AM – 5:00 PM (local time zone).

**6. Priority Levels & Response Times:**

* **Priority A:** Critical hardware failure affecting servers or network devices.
  + Triage by phone within 1 hour. Best effort resolution within 4 hours.
* **Priority B:** Minor disruptions affecting copiers and networked MFPs.
  + Triage by phone within 1 hour. Best effort resolution within one business day.
* **Priority C:** Minor disruptions affecting desktop printers.
  + Triage by phone within 1 hour. Best effort resolution within two business days.

**7. Dealer Responsibilities & Non-ESW Service Requests:**

* Dealers may have customer contracts requiring service on devices not under ESW.
* In such cases, the end customer may submit a repair request, and a Time & Materials estimate will be provided to the dealer for approval.
* Dealers are responsible for the payment of Time & Materials invoices for such repairs.
* If an end customer has a device not under an ESW or dealer contract but requests service, the Service company may provide a Time & Materials estimate directly to the customer, who can approve and pay Service company directly for repairs.

**8. ESW Service Exclusions:**

* Software troubleshooting or reloading.
* Adding, removing, or updating accessories or attachments.
* User abuse or misuse.
* Repairs due to failure to follow original manufacturer operating instructions.
* Repairs required due to external forces (e.g., fire, flooding, power surges, HVAC failures).
* Replacement of consumables (e.g., staplers, finishers, stackers, paper, ribbons, ink/toner, transfer belts, maintenance kits).
* Service requests due to computer viruses, malware, or spyware.

**9. Insurance Requirements:**

* The Service company shall maintain and carry the following insurance coverage:
  + Commercial General Liability: Minimum $1M.
  + Automobile Insurance: Minimum $1M.
  + Workers’ Compensation: Minimum $1M.

**10. Time & Materials Pricing (Non-ESW Repairs):**

* **Monday – Friday (8:00 AM – 5:00 PM):** $125 per hour (portal-to-portal plus on-site time).
* **Monday – Friday (5:00 PM – 10:00 PM):** $185 per hour (portal-to-portal plus on-site time).
* **Saturday – Sunday (8:00 AM – 5:00 PM):** $200 per hour (portal-to-portal plus on-site time).

**Agreement Acknowledgment:**  
By purchasing an Extended Service Warranty (ESW), the dealer acknowledges and agrees to the terms outlined above. This document serves as a summary of coverage and limitations, ensuring clear expectations for service and repair obligations under the ESW program.

{/includeESW}

**ADDENDUM 4**

SUBSCRIPTION SKU BIAS

YOUR SUBSCRIPTION IS CONFIGURED WITH THIS SKU BIAS: **{SKU\_Bias\_Option}**

{#isO}

**🅾️ OEM Bias (“O”)**

The subscription program is configured with an OEM product bias. This means original manufacturer (OEM) cartridges will be used as the default supply source.

The monthly subscription fee has been calculated based on the known availability and cost of OEM products at the time of agreement generation. In cases where an OEM cartridge has been discontinued and is no longer manufactured or available from suppliers, the fallback sequence will apply in the following order: **OEM → Remanufactured OEM (R) → New Build Compatible (N)**.

Fallbacks are only used when a product is no longer produced by the OEM — not due to inventory issues — and substitutions will be made in line with product availability from the dealer’s qualified vendor network.

{/isO}

{#isR}

**♻️ Remanufactured OEM Bias (“R”)**

The subscription program is configured with a Remanufactured OEM (R) bias. This means cartridges that have been remanufactured from original OEM cores are the preferred supply type.

The monthly subscription fee reflects the pricing and availability of remanufactured OEM products known to the dealer at the time of agreement creation.

When a remanufactured product is not available — due to lack of manufacturing or product coverage — the fallback sequence will follow: **Remanufactured (R) → New Build Compatible (N) → OEM (O)**.

Substitutions are based on catalog availability, not inventory stock, and all replacements are sourced from the dealer’s vetted vendor partners.

{/isR}

{#isN}

**🆕 New Build Compatible Bias (“N”)**

The subscription program is configured with a New Build Compatible (N) bias. This means newly manufactured, non-OEM cartridges are the preferred supply source.

The subscription fee has been calculated using pricing and product availability for compatible (N) cartridges at the time of contract generation.

In cases where a compatible product is not manufactured for a specific device model, fallback sourcing will follow this sequence: **New Build Compatible (N) → Remanufactured OEM (R) → OEM (O)**.

All substitutions are based strictly on catalog-level availability — not inventory status — and are fulfilled through the dealer’s approved supplier network.

{/isN}